

REMARKS

Prior to entry of the instant amendment, claims 7, 11 and 13-18 are pending in the instant application, of which claims 11 and 14 are withdrawn. By the instant amendment, claim 17 is rewritten in independent form, claims 7, 15 and 16 are cancelled, and claims 11, 13, 14 and 18 are amended to depend from claim 17. Claim 17 is the sole independent claim.

Applicant requests, in the next Office action, that the Examiner indicate the acceptability of the drawings filed February 16, 2001.

Claims 11, 13, 14, 17 and 18 are presented to the Examiner for further prosecution on the merits.

A. Summary of Outstanding Objections and Rejections

In the outstanding Office Action Made Final, the Examiner objected to claims 7, 13 and 15-18, rejected claim 7 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,963,843 to Takatsu (“the Takatsu reference”), rejected claims 13, 15, 16 and 18 under 35 U.S.C. § 103(a) as being unpatentable over the Takatsu reference, and objected to claim 17 as being dependent upon an allowable base claim, while indicating that claim 17 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

On April 16, 2007, applicant filed an amendment-after-final in which the claims were amended and applicant argued that the claims are neither anticipated by, nor obvious in view of, the Takatsu reference. In response thereto, the Examiner issued an Advisory Action on March 27, 2007, in which the Examiner indicated that the April 16th amendment would not be entered.

B. Allowable Subject Matter

Applicant appreciates the Examiner’s indication that claim 17 recites allowable subject matter. By the instant amendment, claim 17 is rewritten in independent form (incorporating

the subject matter of the base claim 7, as well as intervening claims 15 and 16), as it was in the April 16th amendment. Claims 7, 15 and 16 have been cancelled. The remaining claims have been amended to depend from claim 17.

In the outstanding Office Action Made Final, the Examiner argued that claim 7 recites conditional language, *viz.*, “if a first user . . .,” asserting,

Furthermore, the step . . . “if a first user, who has the issued cyber payment means, . . . the cyber payment means being moved from the first user to the second user inside of the database” is conditional based on the “if a first user,” makes a payment, therefore if there is no payment made by the first user there is no need of moving of data in a database.

(*Office Action Made Final mailed December 14, 2006, paragraph no. 5, page 2*).

By the instant amendment, claim 17 has been amended to incorporate the subject matter of claim 7 and to more positively recite the allegedly conditional aspects of claim 7. However, applicant respectfully submits that claim 17 is allowable over the cited prior art even without this amendment.

In view of the above, and in view of applicant's additional remarks below, applicant respectfully submits that all of the claims remaining in the application are in condition for allowance, and a notice to that effect is respectfully requested.

C. Asserted Objection to Claims 7, 13 and 15-18

In the outstanding Office Action Made Final, the Examiner objected to claims 7, 13 and 15-18. In the objection, the Examiner asserted,

Claims 7, 13 and 15-18 are objected to as containing the phrase “cyber space ...” and “cyber payment ...”. It is not clear as what the applicant specific meaning of the word “cyber” is. One skilled in the art would consider the word as being electronic or digital. There is no specific physical definition as to describe a “cyberspace”. It is used I the art as to describe the internet and the World Wide Web as “cyber space”. Further more what transpire on the Internet or WWW are electronic and digital transactions being monitory or otherwise. Examiner would like to suggest to the applicant to change all the cyber and cyber space phrase with electronic for clarity of the claims.

(*Office Action Made Final mailed December 14, 2006, paragraph no. 6, page 3*).

Applicant respectfully submits that this objection is improper. It is well-settled law that the applicant is entitled to be his own lexicographer.¹ Therefore, where, as here, the applicant has provided his own definition of a claim term, that definition will control interpretation of that term as it is used in the claim.²

Further, applicant's original disclosure provides substantial information as to what a cyber payment is. For example, the instant application as originally filed discloses,

Cyber payment means, which will be explained later, includes various electronic payment means, such as cyber promissory notes (hereinafter, referred to as cyber notes), cyber checks, and cyber payment certificates. Here, cyber payment certificates means electronic payment certificates based on receivables of trade and will be treated similarly to cyber notes in the present invention.

(*Instant application as originally filed, page 8, lines 26-32*).

Moreover, applicant's use of the term "cyber" is entirely consistent with the definition provided by Webster's Dictionary, which defines "cyber" as an adjective that means "of, relating to, or involving computers or computer networks (as the Internet)."³ Accordingly, applicant respectfully requests that this objection be reconsidered and withdrawn, and a notice of allowance be provided.

D. Asserted Anticipation Rejection

In the outstanding Office Action Made Final, the Examiner maintained the rejection of claim 7 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,963,843 to Takatsu ("the Takatsu reference"). By the instant amendment, claim 7 has been cancelled. Accordingly, applicant respectfully requests that this rejection be reconsidered and withdrawn.

¹ See, e.g., *In re Paulsen*, 30 F.3d 1475, 1480, 31 USPQ2d 1671, 1674 (Fed. Cir. 1994) and *Vitronics Corp. v. Conceptronic Inc.*, 90 F.3d 1576, 1582, 39 USPQ2d 1573, 1576 (Fed. Cir. 1996).

² See, e.g., *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999)

³ "Cyber," *Merriam-Webster Online Dictionary*, 2007, <http://www.merriam-webster.com> (18 Jan. 2007).

E. Asserted Obviousness Rejection

In the outstanding Office Action Made Final, the Examiner rejected claims 13, 15, 16 and 18 under 35 U.S.C. § 103(a) as being unpatentable over the Takatsu reference. By the instant amendment, claims 15 and 16 are cancelled. Claims 13 and 18 are amended to depend from claim 17, which the Examiner has indicated recites allowable subject matter.

Accordingly, applicant respectfully requests that this rejection be reconsidered and withdrawn.

F. Rejoinder of Withdrawn Claims

By the instant amendment, withdrawn claims 11 and 14 are amended to depend from claim 17, which the Examiner has indicated recites allowable subject matter. Accordingly, applicant respectfully requests that these claims be rejoined and a notice of allowance be provided.

G. Entry Requested

Entry of the instant supplemental amendment after final is respectfully requested. The Examiner has indicated that claim 17 recites allowable subject matter. The instant amendment places claim 17 in independent form and overcomes or obviates all of the outstanding objections and rejections set forth in the outstanding Office Action Made Final. Accordingly, applicant respectfully submits that the instant amendment places the application in condition for allowance. Therefore, entry of the instant amendment does not place an undue burden on the Examiner.

H. Conclusion

The remaining documents cited by the Examiner were not relied upon to reject the claims. Therefore, no comments concerning these documents are considered necessary at this time.

If the Examiner believes that additional discussions or information might advance the prosecution of the instant application, the Examiner is invited to contact the undersigned at the telephone number listed below to expedite resolution of any outstanding issues.

In view of the foregoing amendments and remarks, reconsideration of this application is earnestly solicited, and an early and favorable further action upon all the claims is hereby requested.

Respectfully submitted,

LEE & MORSE, P.C.

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Date: June 13, 2007

Attachments:

Extension of Time
Notice of Appeal

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PETITION and
DEPOSIT ACCOUNT CHARGE AUTHORIZATION

This document and any concurrently filed papers are believed to be timely. Should any extension of the term be required, applicant hereby petitions the Director for such extension and requests that any applicable petition fee be charged to Deposit Account No. 50-1645.

If fee payment is enclosed, this amount is believed to be correct. However, the Director is hereby authorized to charge any deficiency or credit any overpayment to Deposit Account No. 50-1645.

Any additional fee(s) necessary to effect the proper and timely filing of the accompanying papers may also be charged to Deposit Account No. 50-1645.